



Foreign, Commonwealth
& Development Office

Section 1 – Form of Contract

Framework Agreement for:	CONFLICT, STABILITY & SECURITY FUND (CSSF) FRAMEWORK 2023-2027 (referred to as the ISF Framework)
Reference Number:	CPG/7654/2021 (Lot 1)
Lot Number:	Lot 1
Call-Off Title:	Judicial and Law Enforcement Training on the Anti-Smuggling of Migrants Legislation - Iraq (KRI)
Call-Off Contract No	ECM_8051

This Call-Off Contract is made between the Secretary of State for Foreign, Commonwealth and Development Affairs represented by the Foreign, Commonwealth & Development Office, acting as part of the Crown ("the Authority"),

and

Gist Research Limited ("the Supplier") having their main or registered office at 5 Godalming Business Centre Woolsack Way, Godalming, GU7 1XW United Kingdom of Great Britain and Northern Ireland.

("the Parties")

SIGNED on behalf of the Parties:

For the Supplier:

For the Authority:

By:

Full Name:

Full Name:

Position held on behalf of Supplier:

Position held on behalf of Authority:

Date:

Date:

Framework Agreement with:	GIST Research Ltd
Company Number:	11825438
Sub-Contractors/Consortia:	Stilling Knight Limited 08583678
Company Number:	Innovation and Insight FZ-LLC 4017584
Framework Agreement for:	CONFLICT STABILITY & SECURITY FUND 2023
Call-off Contract For:	Judicial and Law Enforcement Training on the Anti-Smuggling of Migrants Legislation - Iraq (KRI)
Contract Number:	Ecm_8051

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Section 2 – Call-Off Terms & Conditions

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1. The above-mentioned Framework Agreement.

- 1.1. Capitalised terms used in this Call-Off Contract shall (save where specified otherwise) have the meaning set out in the Framework Agreement.

2. Your proposal of 26 September 2025.

- 2.1. The Authority requires **Gist Research Limited** (“the Supplier”) to provide the Services as stated in the *Statement of Requirements* at Annex 1 and, under the Terms and Conditions of the Framework Agreement, which shall apply to this Call-off Contract as if expressly incorporated herein.

3. Commencement and Duration of the Services

- 3.1. The Supplier shall start the Services no later than 29 October 2025 (“the Start Date”) and Services shall be completed by **31st March 2026** (“the End Date”) unless the Call-off Contract is terminated or extended in accordance with the terms and conditions of the Framework Agreement and by contract variation.
- 3.2. The Call-Off Contract includes an extension option of up to 12 months, at the sole discretion of the Authority.
- 3.3. The Authority reserves the right, without prejudice to its termination rights under the Framework Agreement, to terminate this Call-Off Contract (where it is a multi-year contract) at the end of each United Kingdom (UK) financial year, if the Supplier’s performance is not deemed satisfactory or the fund available to the ISF programme is no longer sufficient to continue financing the programme.

4. Recipient

- 4.1. The Authority requires the Supplier to provide the Services to **BE Baghdad** (“the Recipient”).

5. Financial Limit

- 5.1. Payments under this Call-Off Contract shall not exceed **£818,623.00 (Eight hundred and eighteen thousand, six hundred and twenty-three pounds)** (“the Financial Limit”) and is exclusive of any government tax, if applicable as detailed in the Framework Agreement and the [Statement of Requirements \(Annex 1\)](#) and [Schedule of Prices and Rates \(Annex 2\)](#).
- 5.2. The Call-Off Contract includes an extension option with a maximum value of £890,000.00 at the sole discretion of the Authority.
- 5.3. To support invoicing the Supplier shall provide monthly financial statements, covering activities delivered together with the Contract reference number and Purchase Order number.
- 5.4. Payment of invoices will be made monthly in arrears on receipt of an itemised invoice.

6. Milestone Payments and Charges

- 6.1. Any Supplier Personnel employee fees payable are deemed to cover the cost of salary, overseas inducements, leave allowances, bonuses, profit, taxes, insurances, superannuation, non-working days and all other costs including, but not limited to, clothing, passports, visas and vaccinations, overheads and expenses of whatsoever nature that may be incurred except those otherwise specifically provided for in this Call-off Contract.
- 6.2. Where applicable Milestone Payments, will be made on satisfactory performance of the Services, at the payment points defined as per Schedule of Prices and Rates. At each payment point set criteria will be jointly agreed as part of the payments. Payment will be made if the criteria are met to the satisfaction of the Authority when the relevant Milestone is achieved in its final form by the Supplier or following completion of the Services, as the case may be, indicating both the amount or amounts due at the time and cumulatively. Payments are subject

to the satisfaction of the Project Officer in relation to the performance by the Supplier of its obligations under the Call-off Contract and to verification by the Project Officer that all prior payments made to the Supplier under this Call-off Contract were properly due.

7. Time and Material

7.1. Where the Parties have agreed in the [Statement of Requirements \(Annex 1\)](#) and [Schedule of Prices and Rates \(Annex 3\)](#) that the Services will be provided on a time and materials basis, then:

- a) the Services shall be provided in accordance with the rate card set out in the Schedule of Prices and Rates.
- b) the Parties shall agree a maximum price, which shall include but not be limited to a resource profile, a fixed date to start and to complete and a set of deliverables, further details of which shall be agreed by the Parties in the Schedule of Prices and Rates.
- c) the Supplier shall attach to each invoice, records of the time spent and materials used in providing the Services, together with all supporting documentation including but not limited to all relevant timesheets, receipts (if applicable), a list of Services to which the invoice relates and a reference to the Contract and Schedule of Prices and Rates, as well as any other information as reasonably requested by the Authority from time to time.
- d) the Supplier must notify the Authority immediately if it becomes apparent that the cost to complete the Services will be in excess of the maximum price and shall only proceed with and be paid for Services in excess of the maximum price with the prior written consent of the Authority.

8. Officials

8.1. The Authority Project/Contract Officer is; "REDATCED – Personal data"

Key Personnel

8.2. The following Supplier Personnel are the Key Personnel for the purposes of this Call-Off Contract:

<i>Title:</i>	<i>Name:</i>	<i>Contact Number:</i>	<i>Email Address:</i>
Project Director	" REDATCED – Personal data"		
Technical Lead			
Project Manager			

9. Monitoring and Contract Performance Reports

9.1. For the purpose of monitoring of performance, the Supplier shall submit project reports in accordance with the agreements and timescales contained in the [Statement of Requirement at Annex 1](#).

9.2. These provisions will include without limitation:

- i. random inspections
- ii. regular meetings
- iii. the regular delivery of written management reports
- iv. monthly report on Key Performance Indicators

9.3. All such agreements will be carried out by the Supplier in a timely manner, as reasonably required by the Authority, and in line with Good Industry Practice.

10. Duty of Care

10.1. Unless otherwise agreed, all Supplier Personnel (as defined in Section 2 of the Framework Agreement) engaged in connection with the performance of this Call-off Contract will come under the duty of care of the Supplier. The Supplier will be responsible for all security

arrangements and His Majesty's Government accepts no responsibility for the health, safety and security of individuals or property.

10.2. Unless otherwise agreed, the Supplier will be responsible for taking out insurance in respect of death or personal injury, damage to or loss of property, and will indemnify and keep indemnified the Authority in respect of any claim, howsoever arising, by the Supplier Personnel or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call-off Contract.

10.3. The Supplier will ensure that such insurance arrangements as are made in respect of the Supplier Personnel, or any person employed or otherwise engaged by the Supplier are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.

10.4. The costs of any insurance specifically taken out by the Supplier to support the performance of this Call-off Contract in relation to duty of care may be included as part of the management costs of the project and must be separately identified in all financial reporting relating to the project.

10.5. Where the Authority is providing any specific security arrangements for Suppliers in relation to the Call-off Contract, these will be detailed in the [Statement of Requirements at Annex 1](#).

11. Third Party Rights for Sub-Contractors

11.1. The Supplier shall ensure that all Sub-Contracts contain provisions to the effect of "in respect of security and secrecy, intellectual property and audit rights corresponding to those placed on the Supplier under this Contract (subject to such variations as the Authority may reasonably specify), which the Authority shall have the ability to directly enforce under the Contracts (Rights of Third Parties) Act 1999.

12. Call-off Contract Signature

12.1. If the original Form of Call-off Contract is not returned to the Contract/Project Officer (as identified at paragraph 9 above) duly completed, signed and dated on behalf of the Supplier within 10 working days of the date of signature on behalf of the Authority, the Authority will be entitled, at its sole discretion, to declare this Call-off Contract void.

13. Destruction and deletion of Authority Data and Confidential Information

13.1. Pursuant to:

- Clause 16.1.3 of the Framework Agreement requiring the Supplier to provide an inventory of Authority Data in its possession or control; and
- Clause 29 (Confidentiality);

The Supplier shall, at the written direction of the Authority, delete, destroy or return, as appropriate, all Authority Data and Confidential Information (and any copies of it) on termination of the Call-Off Contract.

14. Special Terms & Conditions

14.1. **N/A**

Annex 1

ISF Iraq: Judicial and law enforcement training on the smuggling of migrants' legislation.

Statement of Requirements

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1. Introduction

- 1.1. This Statement of Requirements (“SOR”) sets out The Foreign, Commonwealth and Development Office (“FCDO”, “Authority”) requirements for Judicial and law enforcement training on the smuggling of migrants’ legislation (the “project”).

2. Glossary

- 2.1. In addition to the definitions contained at Schedule 1 (Definitions) of the ISF Framework Agreement the following expressions shall have the meanings set out below for the purposes of this SOR.

Word or Expression	Definition (including acronym)
Activity Based Budget	An Activity Based Budget (ABB) is a clear, elemental breakdown of the budget for each activity delivered during the project. All prices must be attributable to a Deliverable, Workstream, Output or Outcome and will be presented as described in the Open Book Clause (Clause 15 of the ISF Framework Agreement).
Attempted Cyber Attack	Means a deliberate but unsuccessful attempt to gain access to any systems or networks (including but not limited to email, file storage or other communication channels on laptops/desktops/mobile devices etc). Examples would include alerts from software suppliers, Multi Factor Authentication (MFA) alerts for users not on a system (indicating a successful password compromise but stopped by MFA requirements), password spray or lockout alerts, social engineering or spear phishing attempt or a Nation State Notification (NSN) from Microsoft/Google/Apple or another vendor. It does not mean random, generic, untargeted spam that does not use names, company info etc. to enhance the believability of the correspondence.
Anti-SOM	Anti-smuggling of migrants
Contract	Means this Call-Off Contract
Deliverable	Deliverable means works, goods and/or services that must be completed or provided as part of a project.
Impact	Impact is the broader, long-term change to which the project will contribute, usually extending beyond the project’s lifetime.
Invoice Period	The Invoice Period is the Period of time between invoices. Only one invoice should be submitted at the end of each invoice period and should include all payments and charges that have become due over that period, including milestones where milestones have been delivered and accepted. Invoices are to be submitted Monthly in arrears. Each Invoice Period shall cover one calendar month. Invoices must be submitted in accordance with Clause 22 (Payments and Invoice Instructions) of the ISF Framework Agreement save for the requirement to submit monthly.
ISF Framework Agreement	Previously known as the Conflict, Stability and Security Fund (CSSF) 2023 Framework Agreement.
Key Personnel	The Core Delivery Team and the manager responsible for overall operational delivery.
Monitoring, Reporting, Evaluation and Learning	Monitoring, Reporting, Evaluation and Learning (MREL) corresponds to an approach for deploying the individual components (monitoring, research, evaluation, and learning) to underpin evidence-based and adaptive programming.
OIC	Organised Immigration Crime

Outcome	An Outcome describes what people or organisations are doing differently as a result of the project. This can generally be described as change in behaviour of individuals and organisations, or as a broader change in institutions and systems. While these are within the project's sphere of influence, other actors or contextual factors may influence whether outcomes are achieved.
Output	An Output is the immediate result of a project's activities. It is generally directly attributable to the activities undertaken by a project. Output results are usually tangible and can be easily measured or described in terms of quantity and quality.
Performance Improvement Meeting	Performance Improvement Meeting means a meeting chaired by the Authority, where the Supplier shall present the issue(s), action taken, and proposals. The Meeting shall comply with the requirements of Performance Improvement Meeting in Table 3 of the SOR.
Performance Overview Table	Performance Overview Table means a table that contains the information to complete the table contained at Section 6 of this SOR. The table must contain all the information known to the Supplier at the time of reporting.
Performance Period	Performance Period means the period of time in which performance is measured for one occurrence of a KPI measurement. This may be a date range during which performance has been measured or may be a due date for a deliverable. A Performance Period refers specifically to each occurrence of a Key Performance Indicator (KPI) measurement, i.e. a KPI with a frequency of 'monthly' will have a Performance Period of one month and the following month shall be a new Performance Period.
Performance Report	Performance Report has the meaning as given in Section 6 of this SOR.
Results Framework	A Results Framework (RF) means a structured framework that captures indicators for results ("Results Indicators") that are predicted for Outputs, Outcomes and Impact. Results Indicators should be Specific, Measurable, Assignable, Relevant, and Time Based (SMART), whenever possible. The Results Framework should consider gender.
Service Credits	Service Credits has the meaning as given in Section 6 of this SOR.
Successful Cyber Attack	Means a deliberate and successful access to any systems, networks, devices, applications and/or software service (including but not limited to email, file storage or other communication channels on laptops/desktops/mobile devices etc).
Suspected Cyber Attack	Means the Supplier becomes aware of information suggesting that a Cyber Attack may have occurred, such as press articles social media or similar method that contains known information stored or handled by any system, network, device or service that could have come from a compromise of a Supplier and/or sub-Contractor.
SOP	Standard Operating Procedure
Theory of Change	Theory of Change (ToC) means an explicit articulation of how and why an intervention creates an intended result, to address a specific problem.
Timesheet	A timesheet should include the following information: Date: The specific date for which the time is being recorded. Project/Workstream: The name or identifier of the Project and Workstream being worked on. Start Time: The time when the work or task began. End Time: The time when the work or task was completed. Signature of the person undertaking the work or task. Verifier: Detail of the person who verified the timesheet.
UK Integrated Security Fund	Also known as the ISF. Detail on the ISF can be found here: UK Integrated Security Fund - GOV.UK (www.gov.uk) .
Workplan	A document produced by the Supplier, detailing how the Supplier will deliver the project Workstreams, Outputs, Outcomes and Theory of Change. The

	Workplan will be an adaptive document and will form the basis of regular reviews to monitor delivery progress. Any changes to the Workplan will be agreed in writing between the Supplier and Authority. The Workplan must not include activity or cost above those in Annex 3 (Schedule of Prices and Rates), unless the Variation Process is followed.
Workstream	A Workstream refers to a subset of tasks or activities within a project that is related by a common theme, objective, or goal. Workstreams break down large and complex projects into more manageable components, making it easier to plan, execute, and monitor progress. Each Workstream typically focuses on a specific aspect of the project.

3. Background and Objectives

- 3.1. This priority project continues UK efforts to support the Kurdistan Regional Government (KRG) and its judiciary to pass through Parliament and implement new Smuggling of Migrants or 'Organised Immigration Crime (OIC)' legislation across the Kurdistan Region of Iraq (KRI). The KRI serves as an origin and transit point for migrants seeking to enter the UK irregularly, facilitated by organised crime groups (OCGs), yet there is currently no offence in existence for KRI authorities to use to prosecute OIC OCG members. As such, the successful drafting, passage and implementation of this legislation is a key priority for His Majesty's Government (HMG), to support National Crime Agency (NCA) and Home Office work in the region to tackle Iraqi Kurdish OIC at source.
- 3.2. This project will strengthen HMG's operational relationships with not only KRG agencies and the judiciary, but also European partners, as it will better facilitate a 'whole of route' approach to counter-OIC law enforcement efforts on the ground. It will complement existing law enforcement work led by the UK in the region, providing additional training to KRI law enforcement agencies on how to effectively investigate OIC to a UK law enforcement standard, and in a human-rights compliant way, to facilitate greater joint operations. As such, the implementing partner will always need to work closely with the Home Office and NCA team in-country, to ensure programme design addresses both the needs of the KRG but also the UK. The objectives of the programme are to support enforcement of anti-smuggling of migrants (SOM) legislation, increase public awareness through community engagement, and reduce OCG's ability to operate and facilitate OIC.

Recipients

- 3.3. The main recipients are the legislative drafting committee, the Asayish and Border Force agencies, Judges/the Judiciary, and the local community.
- 3.4. The Programme has developed a Programme Theory of Change (ToC), see diagram at **Annex A: Programme Theory of Change**.

4. Scope of Work Required

Scope of the Contract

4.1. The Supplier shall:

- Collaborate with the legislative drafting committee and senior KRI officials to finalise the law and secure Parliamentary buy-in;
- "REDACTED – Under Section 27 of FOIA";
- "REDACTED – Under Section 27 of FOIA";
- Establish how the judicial training and the overall programme can cement better mutual legal assistance practices between the KRI and UK judiciaries, as well as UK and KRI law enforcement - including direct judiciary-judiciary channels of engagement and co-operation.
- Include options to facilitate a meeting between UK and KRI judiciaries to discuss differences between the two judicial systems when tackling OIC, with the aim of establishing a pathway for how both judiciaries can work more collaboratively on the issue.
- Utilise input and lessons learned into training sessions from UK judges, and potentially the UK CPS who prosecute OIC - to share lessons learned and best practice advice between UK and KRI counterparts, facilitating meetings where appropriate to share lessons learned;
- "REDACTED – Under Section 27 of FOIA"
- "REDACTED – Under Section 27 of FOIA";
- "REDACTED – Under Section 27 of FOIA" and
- Establish mechanisms to monitor the implementation and impact of the anti-SOM legislation, including case tracking, enforcement data, and compliance levels.

4.2. This Contract will seek to deliver the Project ToC (see diagram at **Annex A: Programme Theory of Change**).

4.3. The Theory of Change will be updated during the Inception Phase to incorporate the Supplier's proposals submitted in their Tender where the Authority deems these appropriate, and to incorporate any other changes the Parties may agree to. The Supplier shall provide an updated Theory of Change, reflecting the agreed changes, before Implementation.

4.4. The project will seek to deliver the “Impact” of reducing Organised Immigration Crime (OIC) through capacity building to effectively implement the anti-SOM legislation in the KRI.

4.5. The Supplier will be responsible for delivery of the project “Outcomes”, which will contribute to the project Impact:

4.5.1. **Outcome 1:** The judiciary is equipped with the training and tools delivered by the programme, enabling consistent application of the new law beyond the contract period.

4.5.2. **Outcome 2:** HMG can monitor the impact of the legislation, including how useful the law can be for UK law enforcement operations upstream, to inform further mutual legal assistance work;

4.5.3. **Outcome 3:** "REDACTED – Under Section 27 of FOIA";

4.5.4. **Outcome 4:** "REDACTED – Under Section 27 of FOIA";

4.5.5. **Outcome 5:** "REDACTED – Under Section 27 of FOIA";

4.5.6. **Outcome 6:** "REDACTED – Under Section 27 of FOIA".

4.6. The Supplier will be responsible for delivering the project “Outputs”, which will contribute to delivery of the project Outcomes:

4.6.1. **Output 1:** sufficient buy-in and support is secured amongst influential figures and Parliamentarians ahead of the legislation’s passage;

4.6.2. **Output 2:** the new legislation passes through Parliament with minimum hostile amendments due to successful HMG and delivery partner-facilitated lobbying of influential figures and Parliamentarians;

4.6.3. **Output 3:** Members of the judiciary understand and know how to implement and use the legislation in both investigations and to secure prosecutions, taking into account gender sensitivities;

4.6.4. **Output 4:** "REDACTED – Under Section 27 of FOIA"

4.7. Progress against the project Impact, Outcomes and Outputs will be measured by the Authority in accordance with the Monitoring, Reporting, Evaluation and Learning (MREL) requirements described in Section 10 of this SOR.

4.8. Human trafficking which typically involves exploitation through force, fraud or coercion for purposes such as forced labour, sexual exploitation, or servitude is out of scope.

5. Delivery locations

5.1. The Services will be delivered across the KRI including but not limited to; Erbil, Dohuk, and Sulaymaniyah.

5.2. The Supplier shall be based in Iraq, Baghdad with a requirement to travel across the KRI regularly. Please see Paragraph 11.14 (Specific regional / in-country requirements) and the relevant ITT question - 1.4.2b.

6. Timeframe and Value

6.1. The Contract has a maximum budget of £890,000.

6.2. The Term of the Contract will be from mid-October 2025 to the 31st of March 2026, unless otherwise extended in accordance with the provisions of this contract.

6.3. There will be an optional extension provision of up to 12 months, with an additional value of up to £890,000, which is subject to budget availability, and which would bring the terms of the contract to 18 months and a maximum budget of £1,780,000. Any change to the timescale will be agreed by Variation with the Supplier and will be accompanied by an updated technical proposal (including a Workplan, delivery schedule, narrative for any changes proposed) and a commercial proposal (including an updated payment schedule and Schedule of Prices and Rates).

7. Break points

7.1. The Contract will remain subject to Clauses 43, 44 and 45 of the ISF Framework Agreement and Clause 3.3 of the Contract.

7.2. The Contract will contain formal review points in January 2026. Decisions will be made on performance against achievement of Deliverables, Key Performance Indicators, Budget availability and prevailing Authority priorities.

8. Workstreams

- 8.1. The Supplier shall attend an introductory meeting with the relevant Authority stakeholders to arrange kick-off of contract activities. Following this meeting the Supplier will update the Workplan and confirm planned Workstreams for the Deliverables listed in **Table 1: Workstreams and Deliverables**.
- 8.2. The draft Workplan is expected to incorporate but not be limited to the following scope of Workstreams and Deliverables in Table 1: Workstreams and Deliverables.

Table 1: Workstreams and Deliverables

No.	Workstream (Contract Phase – Phase Timeline)	Deliverable	Deliverable Description	Due
1	Inception Six (6) Five (5) weeks	Final Workplan	The final version of the document detailing how the Supplier will deliver the project Outputs, Outcomes and Theory of Change.	By the end of the Inception Phase
		Final Payment Plan (Activity Based Budget)	The final version of the clear, elemental breakdown of the budget for each activity delivered during the project. All prices must be attributable to a Deliverable, Workstream, Output or Outcome and will be presented as described in the Open Book Clause (Clause 15 of the ISF Framework Agreement).	By the end of the Inception Phase
		Results Framework	As defined in Section 2 (Glossary) of the SOR.	By the end of the Inception Phase
		Draft Exit Plan	As per Clause 16 of the ISF Framework Agreement.	By the end of the Inception Phase
		Updated Risk Register	To be completed in the format submitted with the Supplier's Tender, and with all risks and issues reviewed and updated. Risk Register is to include all risks reported to the Authority in Project Progress Meetings and in the Performance Report, and any other risks reported to the Authority.	By the end of the Inception Phase
		Gender and Social Inclusion (GESI) Analysis	As detailed in Paragraph 13.5 to 13.8 of the SOR.	By the end of the Inception Phase
		Conflict Sensitivity Plan	As detailed in Paragraph 13.12 of the SOR.	By the end of the Inception Phase
		Initial Asset Management Plan	As detailed in Paragraph 12.30 of the SOR.	By the end of the Inception Phase
		Updated engagement plan	Details how relationships shall be managed by the Supplier with advisors, ministries, the international community, and other project interlocutors.	By the end of the Inception Phase
		Security Management Plan	As detailed in Paragraph 13.20 of the SOR.	Within twenty (20) days of the Contract Start Date
		Appointment of Key Personnel	Key Personnel appointed.	By the end of the Inception Phase
		Updated MREL Framework	An indicative plan for conducting and reporting on MREL, PAI and evidence needs for the project.	Within two (2) weeks of the start of each UK Financial Year (FY) quarter

No.	Workstream (Contract Phase – Phase Timeline)	Deliverable	Deliverable Description	Due
2	Project Management (Implementation – from one (1) month after the Start Date to –one (1) month before the End Date)	Updated Exit Plan	As per Clause 16 of the ISF Framework Agreement.	Within first 4 weeks implementation
		Finance Report	- Expenditure Report - Activity Based Budget outlining spend, financial forecast against agreed budget, burn rate, variance and budget notes - Evidence of spend (receipts, timesheets) as required	Within ten (10) Working Days after month end for each month of the Contract.
		Invoice	An invoice submitted in accordance with Clause 22 (Payments and Invoice Instructions), that reflects the sums due to the Supplier for the Invoice Period in line with the Schedule of Prices and Rates, including any deductions, such as Service Credits, which are due to the Authority.	Within ten (10) Working Days after month end for each month of the Contract
		(Performance Management) to this SOR)	<ul style="list-style-type: none"> • Stories of change-outcome level • Opportunities • Forward look • KPI Performance Overview Table 2 (as detailed at Paragraph 9.3) • Service Credit calculations 	
		Project Progress Minutes	Minutes of the Progress meeting, including but not limited to: <ul style="list-style-type: none"> • Attendees • Agenda • Key decisions/outcomes • List of Actions 	Within five (5) Working Days following a Project Progress Meeting
		Monthly Narrative Report (“Performance Report” for the purpose of Section 6 (Performance Management) to this SOR)	Formal comprehensive report on all aspects of performance, including but not limited to: <ul style="list-style-type: none"> • Context update • Update of progress against each Workstream, Output and Outcome including on cross cutting thematic areas • Successes • Stories of change-outcome level • Opportunities • Forward look • KPI Performance Overview Table (as detailed at Paragraph 9.3) • Service Credit calculations 	Within a Month after the start of the Contract.

No.	Workstream (Contract Phase – Phase Timeline)	Deliverable	Deliverable Description	Due
		Updated Risk Register	To be completed in the format submitted with the Supplier's Tender, and with all risks and issues reviewed and updated. Risk Register is to include all risks reported to the Authority in Project Progress Meetings and in the Performance Report, and any other risks reported to the Authority.	Within two (2) weeks after the end of each UK FY Quarter
		Updated Asset Management Plan	As detailed in Paragraph 12.30 of the SOR.	Within 3 months of the project starting
		Database of Technical Advisors	A database of Technical Advisors kept.	Throughout
		Support the passage of SOM legislation in the KRI	Collaborate with the parliamentary drafting committee and in parallel, work in partnership with HMG in-country to mobilise senior KRI officials and influential stakeholders - including political leaders, judicial authorities, and civil society representatives - to build consensus around the draft law to assist with finalising the legislation and secure buy-in to the passage of the law, including through Parliamentary engagement. Leverage existing relationships, including with political advisors. Frequency of engagement to be finalised mutually between the parties.	Within 3 months of the project starting (subject to KRG cabinet formation).
3	<p>Anti-SOM legislation</p> <p>Linked to Paragraph 4.6 - Outputs 1 to Outputs 4</p> <p>(Implementation – from one (1) month after the Start Date to one (1) month before the End Date)</p>	Members of the judiciary understand and know how to implement and use the legislation in both investigations and to secure prosecutions, taking into account gender sensitivities.	<p>Engaging investigative judges' details of whom will be provided by HMG (including those who have drafted the law) "REDACTED - Under Section 27 of FOIA".</p> <p>Holding workshops with judges and committee members to ensure the law is applied consistently and in compliance with international standards, including using case studies of legacy cases to apply the law to real-world scenarios.</p> <p>"REDACTED - Under Section 27 of FOIA".</p>	During implementation phase (within first 3 months)

No.	Workstream (Contract Phase – Phase Timeline)	Deliverable	Deliverable Description	Due
			<p>Engage KRI judges to train others on consistent legal application across the investigation-prosecution process.</p> <p>“REDACTED - Under Section 27 of FOIA”;</p>	
4	<p>Training and capacity building</p> <p>Linked to Paragraph 4.6 - Outputs 1 to Outputs 4</p> <p>(Implementation – from one (1) month after the Start Date to one (1) month before the End Date)</p>	<p>The new law is applied consistently by the judiciary, using the training and tools delivered in the programme.</p>	<p>Developing standing operating procedures for the judiciary on how to use the law and conduct investigations, for dissemination to all relevant personnel;</p> <p>“REDACTED - Under Section 27 of FOIA”.</p> <p>Deliver comprehensive training programs for law enforcement officers, judges, prosecutors, and legal professionals. Equip them with the knowledge and skills needed to apply the new anti-migrant smuggling laws effectively, focusing on investigation techniques, evidence collection, and a victim-centered approach in line with international human rights standards.</p> <p>Approximately 30 workshops/capacity building sessions - the exact frequency, scope and attendees from the agencies will be agreed mutually.</p>	<p>During implementation phase (within first 3 months)</p>

No.	Workstream (Contract Phase – Phase Timeline)	Deliverable	Deliverable Description	Due
			Attendee list will be provided by British Embassy Baghdad unless otherwise stated and will be mutually agreed by both parties during inception.	
		HMG can monitor the impact of the legislation, including how useful the law can be for UK law enforcement operations upstream, to inform further mutual legal assistance work	Establishing robust mechanisms to track the implementation and impact of new anti-SOM legislation and its rollout in the KRI – including working with relevant agencies to monitor the number of cases prosecuted, penalties enforced and compliance levels. This will also involve periodic reviews to assess the legislations impact and identify areas for amendments or improvement. Mechanism suggestion to be including in proposals (technical criteria 1.4.2-iii) and mutually agreed by both parties.	During implementation phase (within 5 months)
		Raising awareness of the new SOM legislation and the consequences of the new law.	Engagement with the local community / public as well as specific communication channels to reach the OCGs themselves. Public information sessions, collaboration with local leaders, and civil society organisations to share the realities of irregular migration and passage of new legislation. Strategic use of media channels (e.g. radio, social media, SMS) to reach individuals potentially involved in smuggling networks with messaging focused on the increased legal risks and enforcement capabilities under the new law, including potential cross-border cooperation with UK authorities. Methodology should be proposed by the supplier and will be agreed mutually by both parties.	During implementation phase (within 5 months).
5	Raising awareness. Linked to paragraph 4.6 - Outputs 1 to Outputs 4	Updated Evidence report	An updated report of the evidence of the campaigns to increase public awareness	During implementation phase.

No.	Workstream (Contract Phase – Phase Timeline)	Deliverable	Deliverable Description	Due
	(Implementation – from three (3) months after the Start Date to one (1) month before the End Date)			
6	Exit (Exit – final one (1) month of contract.	Project Completion Report (PCR)	End of project report, the exact proforma to be agreed but in principle aligned to the Workplan and Exit Plan; including assessment of project success against the Results Framework and KPIs, and financial reporting. Not to include continuous monitoring.	Two (2) weeks before the Contract End Date
		Lessons Learnt Document	A document detailing key lessons learnt from the duration of the project.	Two (2) weeks before the Contract End Date
		Asset Management Disposal Plan	A plan which proposes how project assets should be disposed of. The Authority will provide final written approval before disposal.	Within two (2) weeks of start of the Exit Phase
		Issue identification	if a material performance issue arises, the Supplier shall notify the authority within five working days.	As required when triggered under Paragraph 9.11 of this SOR
7	Performance Management (As required. Please note that costs for this activity should fall under the Project Management Workstream if they are required.)	Rectification Note	The supplier shall prepare a short note (max 2 pages) covering the issue identified, root cause analysis, agreed corrective actions, responsible owner(s) and timeline within five working days of issue identification.	Within five (5) working days of identification of an issue as per Paragraph 9.14 of this SOR.
		Performance Improvement Meeting.	Where required, the Authority and Supplier shall meet to review the Rectification Note and agree on next steps. Meeting will follow a standard short agenda: review issues, actions, accountability and next review date.	
		Action Tracker	All performance issues and agreed actions shall be logged in a tracker by the Supplier and meeting minutes to be recorded.	Within five (5) Working Days following the Performance Improvement Meeting

9. Performance Management

Overview

9.1. The Contract performance will be measured against delivery of the Workstreams in Section 8 and Key Performance Indicators (KPIs). The Supplier shall monitor and report against the KPIs detailed in **Table 2 – KPIs**.

9.2. The objective is to measure and monitor the Contract performance and where relevant identify issues early to minimise the impact on delivery through appropriate rectification.

Key Performance Indicators

9.3. Performance against the KPIs shall begin to be measured from the Start Date and shall be measured until the End Date or Termination, unless otherwise stated in Table 2 below.

1. Legislative Passage

Successful and timely passage of legislation with limited hostile amendments and evidence of quality engagement with key parliamentary stakeholders.

KPIs:

- Legislation to be passed within agreed timeframes, with limited hostile amendments and cross-party support adhering to the key aims of HMG to disrupt people smuggling in the agreed locations.
- Evidence that key parliamentary stakeholders have been identified, prioritised and engaged to support legislative passage, including evidence where negative perceptions have been changed.

2. Judicial Consistency

Judicial Consistency: % of trained judges/law enforcement/security agencies applying the new law in line with programme goals which will be finalised during inception.

KPIs:

- Provide detail of the target % (to be agreed during inception phase) of relevant judges, law enforcement, and security personnel trained on the new legislation within agreed timeframes, and to agreed quality standards.
- Ensure numbers of relevant judges, law enforcement, and security personnel trained on the new legislation is sufficiently comprehensive to enable the legislation to be successfully enforced.
- Coordinate and provide a list of all individuals and teams in scope of receiving the training package.
- Provide details of all individuals and teams who have received the training.

3. Legislation Impact Monitoring

Mechanism established for HMG to track law enforcement outcomes linked to the new legislation to be mutually agreed during inception.

KPIs:

- Timely creation and implementation of effective mechanisms/monitoring systems to measure and track law enforcement outcomes linked to the new legislation.
- Demonstrate an increase in the number of cases correctly referred or escalated under the new legal framework.

4. Awareness Campaign

Use in-person and digital outreach to enhance public understanding of the new legislation and deter smuggling networks through targeted messaging measured through public perception and outreach metrics.

KPIs:

- Provide a strategy which outlines how the awareness campaign will meet the stated aims.
- Provide verifiable numbers of individuals reached through digital and in-person channels, including target audience interactions.
- Evidence message penetration and campaign reach in specific smuggling hot spots, including evidence of increased public awareness of the legislation, and a change in public perception of smuggling risks and legal consequences.

Table 2 – KPIs

One Service Credit = 1% of Fees.

#	Category	Indicator	Performance Threshold	Measurement Frequency	Service Credit	Monitoring Process
1	Legislative Passage	Focus on timely submission of drafts and documented stakeholder engagement and evidence of quality engagement with key parliamentary stakeholders.	Beneficiary reports as satisfied or very satisfied in 85% of milestones achieved during the Period	Monthly	Below 85%, 3 service credits will apply	Engagement survey providing feedback from the beneficiary and local stakeholders. Ongoing engagement with the beneficiary by the authority. Stakeholder feedback will be assessed by answers from stakeholders
2	Judicial Consistency	% of trained judges/law enforcement/security agencies and its dissemination	Same as above	Monthly	Below 85%, 3 service credits will apply	Same as above
3	Legislation Impact Monitoring	Focus on design and handover of the monitoring framework	Same as above	Monthly	Below 85%, 3 service credits will apply	Same as above
4	Awareness Campaign	Use in-person and digital outreach to enhance public understanding of the new legislation e.g # of campaigns delivered, # of people reached and % of positive feedback.	Same as above	Monthly	Below 85%, 2 service credits will apply	Same as above
5	Financial Management: Reporting	Supplier submits an accurate /Quarterly Financial Report, including detailed financial updates and forecasts, in the specific format to the Authority on or before the due date. The forecast must be less than [15%] variance compared with actual costs incurred.	100%	Monthly	2	Financial Report submitted to the Authority at the necessary standard at the frequency requested.
6	Delivery	Supplier must deliver all outputs to the agreed quality and date.	100%	Quarterly	3	The Supplier must provide this information within the Performance Report in quarterly reporting.
7	Project Management: Performance Report	Supplier submits the Performance Report in the specified format to the Authority within 10 Working Days of the end of each Quarter.	100%	Monthly	1	Performance Report submitted to the Authority at the necessary standard at the frequency requested.

8	Cyber Reporting	Within the Performance Report, the Supplier must list all cyber-attacks (both successful and attempted) on the Supplier and all sub-contractors used to deliver this requirement. Reports will be delivered to the Authority within 5 Working Days of each quarter reporting all activity in the previous quarter.	100%	Monthly	2	The Supplier must provide this information within the Performance Report at the required frequency.
9	Cyber Attacks	Supplier to report any successful cyber-attacks to the Authority within 72 hours. Supplier provides summary of mitigating activity in relation to this indicator with supporting rationale during previous period in Performance Report.	100%	Monthly	1	Performance Report submitted to the Authority at the necessary standard at the frequency requested

Measurement and Reporting

9.4. The KPIs are to be measured as detailed and at the frequency detailed in **Table 2 – KPIs** above and shall be assessed by the Authority monthly, hereby known as the “Performance Report”. The report is to be issued to the Authority within five (5) Working Days of the end of the Month unless otherwise specified in the SOR. The Performance Report shall contain the performance overview table which shall include, as a minimum:

- a) Previous Performance Score achieved and for what Performance Period against each KPI.
- b) Performance Score and Performance Period for the KPIs being reported on.
- c) Service Credit calculations, including number to be applied and their value.
- d) Performance score forecast.

9.5. An example of a Performance Overview Table that the supplier should provide is at Image 1 below.

Image 1: Performance Overview Table

Supplier:

Contract Ref:

Report No: [Supplier to complete]

Date: [Supplier to complete]

KPI No.	Frequency	Previous Performance Period dates	Previous Performance Score	Performance Score for applicable KPIs to this report	Service Credits to be applied for this period	Value of Service Credits	Next Performance Period Date	Forecast Performance Score
[Example]	Quarterly	01/06 to 31/08/2022	88%	N/A	N/A	N/A	31/12/2022	92%
[Example]	Monthly	01 to 30/09/2022	90%	92%	1	£500	31/10/2022	94%
[Example]	Milestone	18/09/2022	n/a	100%	0	£0	n/a	n/a

Service Credits and Payments

9.6. The scope and target of individual KPIs may be revised during contract performance with the consent of both parties. A maximum of 20% of staff gross fees will be linked to KPIs as shown in the assigned number(s) in Service Credits Column of the KPIs table.

9.7. Any measure of performance, that does not meet the required threshold shall have a corresponding number of credits applied “Service Credit(s)”. The number of Service Credits to be applied to each KPI and the corresponding threshold is detailed in the **Table 2 – KPIs** above. Service Credits are provisionally valued at 1% of Fees each and collectively target a maximum of 20% of fees.

9.8. Where a KPI relates to a delivery of a report, any applicable Service Credits shall apply to the invoice that covers the period in which the delivery was due, and not the invoice that

covers the period the deliverable is reporting on; save for the final invoice which shall not be paid until all final deliverables have been received and Service Credits have been calculated.

- 9.9. The Authority shall have 7 Working Days to review and accept or reject the submitted Performance Report. Where the Authority disputes the reported performance, the associated payment shall be withheld until the dispute is resolved.
- 9.10. Where the Authority accepts a Performance Report or does not reject or accept a Performance Report within 15 Working Days following submission, then the invoice shall be paid in accordance with Section 15 (Financial Management and Payments) of the SOR.
- 9.11. The Authority reserves the right to apply Service Credits to future invoices, including invoices on other Contracts between the Authority and the Supplier in accordance with Clause 19 (Retention and Set Off) of the ISF Framework Agreement, where:
- 9.11.1. The Authority was unable to review the Performance Report in the 15 Working Days but later finds inaccuracies or errors in the Service Credits applied,
 - 9.11.2. The invoice submitted did not reflect the correct number of Service Credits as per the accepted Report, or
 - 9.11.3. The Authority receives information or knowledge at a later date indicating the reported KPI performance was incorrect for any reason.

Performance Improvement Meeting

- 9.12. Subject to Paragraph 9.3, the Supplier and the Authority shall hold a Performance Improvement Meeting within 15 (fifteen) Working Days of identification of:
- a. Any individual KPI performance failing to meet the required threshold for two (2) consecutive Performance Periods, or
 - b. Five (5) Service Credits being applied to any Invoice Period or Performance Report.
- 9.13. Notwithstanding Paragraph 9.3, a Performance Improvement Meeting shall not be required where the circumstances detailed in Paragraph 9.3 are expected and in line with a Performance Improvement Meeting or Rectification Plan which has already been accepted by the Authority.
- 9.14. The Performance Improvement Meeting shall be conducted in accordance with Performance Improvement Meeting in **Table 3: Meetings** of the SOR.

Rectification Plan

- 9.15. Subject to Paragraph 9.3 the Supplier shall comply with the Rectification Plan Process as required in accordance with Clause 40.1.1 (c) (i) of the ISF Framework Agreement on identification of one of the following:

- 9.15.1. Any individual KPI performance failing to meet the required threshold for three (3) consecutive Performance Periods
 - 9.15.2. Ten (10) Service Credits being applied to any individual invoice or Performance Report
 - 9.15.3. Evidence suggesting any agreement made in a Performance Improvement Meeting is not improving performance as anticipated; or, for any reason, is not being implemented in full
 - 9.15.4. Any of 9.15.1 to 9.15.3 above are forecast to occur in the next Performance Report or in the next Performance Period.
- 9.16. Notwithstanding Paragraph 6.16, a Recertification Plan shall not be required where the circumstances detailed in Paragraph 6.16 are expected and in line with a Rectification Plan Process which has already been accepted by the Authority.

Termination

- 9.17. Notwithstanding any remedies or actions required in this Section, the Authority reserves the right to terminate this Contract in accordance with Clause 44 (Termination with default of the Supplier) of the ISF Framework Agreement.

10. Monitoring, Reporting, Evaluation and Learning (MREL)

- 10.1. Subject to Section 8, the Supplier shall conduct MREL activity in accordance with the Supplier's tender submission, specifically, the Supplier's response to Question 1.5.2 (MREL Framework) and to be updated during the Inception Phase.
- 10.2. The Supplier shall conduct MREL in a way that measures the results and effectiveness of the project. The Supplier shall ensure it understands how and when progress on the Contract will be assessed and understood and shall test assumptions and ensure learning is fed into the planning of project inputs.
- 10.3. The Supplier shall ensure there is an independent approach to assessing their delivery of the Contract with robust ethical walls in place.
- 10.4. In addition, the Supplier shall deliver any additional MREL activity agreed between the Parties during Inception, or at any other point of the Contract.
- 10.5. The Supplier shall assess the Contract progress through performance indicators, the Performance Management requirements contained at Section 9 (Performance Management) to this SOR and in accordance with the Supplier's Tender, specifically, the Supplier's response to question [1.5.3 (Results Framework Measures)].
- 10.6. The Supplier shall produce and provide to the Authority for approval a comprehensive Results Framework for this project during the Inception Phase of the Contract.

10.7. The Supplier shall ensure that Conflict and Gender Sensitivity is mainstreamed into all aspects of work and meet a GESI – C standard as minimum. Please refer to GESI Marker Categories table for further information.

10.8. Quality will be assessed by the Authority on the basis of Specific, Measurable, Assignable, Relevant, Time Based (SMART) indicators or as otherwise agreed (e.g. outcome harvesting).

10.9. The Supplier shall attend and support the following meetings listed at **Table 3 (Meetings)**.

Table 3: Meetings

Item	Workstream (Phase)	Meeting	Description	Due
1	Progress and Contract Review Meeting	Project/Contract Managers' Meeting	<p>A joint meeting to review project progress against outputs, contract compliance, and any operational challenges.</p> <p><u>Attendees:</u></p> <ul style="list-style-type: none"> • Relevant individual from the Authority and Supplier. 	Fortnightly
2	Mid-Term Review	Project Progress Meeting	<p>A meeting to discuss contextual and programmatic changes, progress and challenges over a 3-month period of implementation; and review and (re)set strategic joint objectives, priorities and delivery approaches.</p> <p><u>Attendees:</u></p> <ul style="list-style-type: none"> • Supplier Team Leader (Chair) <ul style="list-style-type: none"> • Supplier's Core Delivery Team/Core Project Team • Authority SRO (Co-Chair) • Authority Contract Manager / Programme Manager 	Month 3
3	Final Review	Evaluation Meeting	<p>A meeting to review achievements, capture lessons learned and agree on next steps of project closure.</p> <p><u>Attendees:</u></p> <ul style="list-style-type: none"> • Supplier Team Leader (Chair) • Supplier's Core Delivery Team/Core Project Team • Authority SRO (Co-Chair) • Authority Contract Manager / Programme Manager 	Month 5
4	Performance Management (As required)	Performance Improvement Meeting	<p>A meeting to discuss the Contract performance, performance issues, and any activity the Supplier is undertaking to improve performance.</p>	As required under Paragraphs 9.11 of this SOR.

			<u>Attendees:</u> <ul style="list-style-type: none"> • Authority SRO (Chair) • Authority Contract Manager / Programme Manager • Authority Commercial representative • Supplier Contract Manager / Programme Manager • Supplier Commercial Representative 	
5	Project Management (As required)	Handover Meeting	<p>Should it be required, a meeting for handing over all material/documents produced during the project to the Authority/Replacement Supplier.</p> <p><u>Attendees:</u> Relevant individual from the Authority, Supplier and Replacement Supplier (if relevant).</p>	As required within two (2) weeks of being notified by the Authority

11. Supplier's Responsibilities

All Phases

- 11.1. The Supplier shall deliver services to the Authority in accordance with the requirements described of this SOR and as otherwise agreed in Workplans or Variations.
- 11.2. The Supplier shall engage, coordinate and communicate as set out below:
- 11.2.1. Maintain engagement with the Authority and the Project team as required to ensure effective delivery of services under this contract.
 - 11.2.2. Maintain engagement with the key stakeholders/beneficiaries in the country, co-ordinating with locally employed and HMG Programme staff at Post.
 - 11.2.3. Manage stakeholder expectations regarding the Project's duration, explaining the fixed period nature of the Project.
 - 11.2.4. Keep a register of engagements and supply the Authority with the minutes of key engagement meetings or correspondences.
 - 11.2.5. Advise on the design and support delivery of the Project's external communications, including but not limited to producing and implementing a strategic communications strategy during Inception for Authority approval, and being responsive to ad-hoc communications related enquiries from the Authority.
- 11.3. The Supplier shall provide activity, project and Contract management as set out below:
- 11.3.1. All documentation Deliverables/Outputs must be produced in Microsoft Office compatible format unless otherwise agreed in writing.

11.3.2. Financial documentation must be presented in the format stipulated by FCDO in each instance.

11.3.3. Manage projects and programmes according to current industry best practice including managing risks and issues.

11.3.4. Provide any and all reports as set out in Sections 8 (Workstreams), 10 (MREL) and 15 (Financial Management and Payments) of this SOR and as agreed from time to time in the Project Workplan or Results Framework.

Inception Phase requirements

11.4. This will be the first five weeks month of the project and the period during which the Deliverables as set out in Section 5 (Workstreams) will be delivered.

Implementation Phase requirements

11.5. Also known as the Delivery Phase, this will be the period during which the Deliverables as set out in Section 5 (Workstreams), including the activities agreed in the Workplan during the Inception Phase will be delivered by the Supplier.

Exit Phase requirements

11.6. This is the last month of the Contract. During this period the Supplier shall complete the Deliverables as listed in Section 8 (Workstreams). The Supplier shall perform all of its obligations listed in Section 8 (Workstreams) and provide any other deliverables or actions agreed between the Authority and Supplier for inclusion in the project exit plan ("project Exit Plan").

11.7. Implementation may continue during the Exit Phase, but the Supplier will be required to close activities sensitively during this period and prior to the Contract End Date.

Resourcing requirements

11.8. The Supplier shall be responsible for ensuring they propose and maintain the right mix of people, skills and expertise to deliver the Contract throughout the Term of the Contract.

11.9. The Supplier shall provide resources in accordance with Clause 12.14 (Key Personnel) of this SoR and in accordance with the Supplier's Tender, specifically the Supplier's response to Resource Plan.

11.10. The Supplier shall commit to use and strengthen local expertise and capacity when delivering the proposed solution so that local organisations may develop their own capacity.

11.11. The Supplier must be prepared to work flexibly if required and respond quickly to unforeseen or changing requirements of the programme. If the Supplier is unable to meet a new request or change in agreed Deliverables from the Authority using the Contracted personnel, the Supplier must have in place cost effective and efficient processes for

sourcing and/or sub-Contracting the necessary expertise in order to meet these requests in a timely manner.

Skills and competencies requirements

11.12. The Supplier shall have substantial experience/expertise:

- Implementation of capacity building and training related to judicial and law enforcement activities in this context including relevant technical and geographical expertise including law enforcement and judicial expertise, and parliamentary and legislative knowledge in an Iraq/KRG context;
- Demonstrable experience of working on sensitive national security projects with governments and a reputation of discretion when working on such projects, given the sensitive nature of this work;
- Standard Operating Procedure development experience;
- Existing relationships/partnerships with local partners and organisations;
- Understanding of socio-economic dynamics in the KRI including drivers, perceptions and attitudes towards illegally migrating to the UK, cultural and political context; and must have access to gender expertise.

11.13. **The Key Personnel/Core Delivery Team** shall include the following roles, except where an alternative acceptable structure has been proposed by the Supplier in their Tender, or via Variation:

- 11.13.1. Full Time Team Leader – to provide strategic oversight for the whole project, including technical project delivery and financial/administrative components, Band 1.
- 11.13.2. Financial/project officer – to provide direct support on finance, reporting and other administrative projects responsibilities. The officer will be available to respond rapidly to requests from the Authority on any administrative/project management elements of the project. Band 3.
- 11.13.3. Gender Advisor – to provide support to the workstreams, Results Framework and Reporting – being aligned with the Criteria C of GESI. Band 2.
- 11.13.4. Technical Lead – to provide expertise and oversight of project deliverables and the subject matter expert (SME) including intervention design and ad-hoc advice to the Authority on project-design and direction when requested. Band 1.
- 11.13.5. Subject matter expert(s) – to provide expertise and demonstrable experience in delivering objectives and training outlined in this contract. They should have; relevant technical and geographical expertise including law enforcement and

judicial expertise, and parliamentary and legislative knowledge in an Iraq/KRG context. Band 1.

Specific regional / in-country requirements

11.14. The Supplier shall have or shall have access to a contracted platform both in Federal Iraq and the KRI at the time of contract award. It is expected that the Supplier would be based out of a platform in the International Zone in Baghdad. When operating in KRI the Supplier shall also have a platform from which to operate which is independent from the British Consulate General, Erbil. The Supplier must have the relevant licences required to operate in both Federal Iraq and KRI at the time of contract award.

12.14.1 The Supplier shall maintain relations with the British Justice and Home Affairs Attaché (JHA), British Embassy Baghdad, Justice and Home Affairs Second Secretary and Justice and Home Affairs Policy Adviser in Erbil. The JHA, Second Secretary and Policy Adviser will work closely as liaison between the Supplier and the Kurdistan Regional Government (KRG).

12. Other requirements

Quality Assurance

12.1. The Supplier shall have robust quality assurance processes in place to ensure the quality and effectiveness of the services to be delivered.

Risk Management

12.2. The Supplier shall conduct risk management and manage mitigation of risks throughout the duration of the Contract. The Supplier shall be proactive in identifying risks or threats to programme delivery. During the inception phase the Supplier shall review, expand and update the Risk Register submitted as part of the Supplier's Tender. The Risk Register shall be revisited, reflected on, and updated regularly throughout project implementation by the Supplier. An effective risk management function shall be implemented, and a senior Risk owner identified. This will be documented and set out current/potential risk, vulnerabilities and remediation effort.

12.3. Suppliers should consider how they will adapt and respond to changes in context and any potential alterations to the project.

12.4. The Supplier will be required to identify financial, and programme risks in order to undertake necessary mitigation actions. Any risk mitigations should be agreed in consultation with the Authority.

Gender Sensitivity

- 12.5. The Authority views gender equality and women's rights as central to promoting peace and stability overseas. This project will take into account any gender-related differences; consider its contribution to reducing inequality between persons of different gender; and ensure that the project does no harm to any particular gender group.
- 12.6. As such, consideration for gender and social inclusion (GESI) must be fully integrated across all aspects of the intervention. The project design must be underpinned by a full GESI analysis (completed during the Inception Phase) that is monitored and updated regularly, and that demonstrably shapes the project's design and implementation, with concrete commitments and action demonstrating the project is designed to have a positive impact on advancing gender equality and/or the empowerment of women and girls, reducing gender discrimination or inequalities, or meeting gender-specific needs.
- 12.7. The project must consider gendered factors in risk management and safeguarding for the project, including those related to Sexual Exploitation and Abuse and Sexual Harassment (SEAH) and security risks as a result of the project's work on gender issues. This includes attention from hostile actors, tech-enabled gender-based violence (GBV) and other similar issues. The project must demonstrate how it proposes to protect or mitigate against these risks.
- 12.8. Overall, this project must meet GESI – C standards as a minimum. This requires that gender equality is part of the project's objectives, although not the principal reason for undertaking the project; the project has planned or provided some contribution to furthering gender equality. Interventions within the programme e.g training programmes for law enforcement and the judiciary, should consider gender sensitives and inclusion. The community engagement activity should promote inclusivity and diversity. However, in addition, there is a requirement that at least 30% of the project draw down fund meets the GESI – D marker (gender equality is an important objective of the project, but not the principal reason for undertaking the project; the project has planned or provided significant contribution to furthering gender equality); of which at least 10% of the fund total meets the GESI – E marker (gender equality is the main objective of the project and it is fundamental in the design and results). See **GESI Marker Categories** below for the requirements of each marker category.

GESI Marker Categories

Category A The project team has conducted a gendered analysis. Findings from this gender analysis have been used to ensure at minimum that the project does no harm and does not reinforce gender inequalities. The project is deemed to have no inherent relevance to gender equality.

Category B The project team has conducted a gendered analysis. Findings from this gender analysis have been used to ensure at minimum that the project does no harm and does not reinforce gender inequalities. There is potential for this project to impact on gender equality, however there are no specific project objectives on gender equality.

Category C The project team has conducted a gendered analysis. Findings from this gender analysis have informed the design of the project and to ensure the project does no harm. Gender equality is part of the project's objectives, but not the principal reason for undertaking the project; the project has planned or provided some contribution to furthering gender equality.

Category D The project team has conducted a gendered analysis. Findings from this gender analysis have informed the design of the project and to ensure the project does no harm. Gender equality is an important objective of the project, but not the principal reason for undertaking the project; the project has planned or provided significant contribution to furthering gender equality.

Category E The project team has conducted a gendered analysis. Findings from this gender analysis have informed the design of the project and to ensure the project does no harm. Gender equality is the main objective of the project, and it is fundamental in the design and results.

Disability

12.9. The UK is keen to maintain a focus on disability in its programmes. We take a rights-based approach to disability inclusion in line with the United Nations Convention on the Rights of Persons with Disabilities. This recognises that disability results from the interaction between persons with impairments and the society around them. It is caused by attitudinal and environmental barriers that hinder the full and effective participation in society on an equal basis with others.

12.10. The Tender shall include details about how the bidder intends to design, develop and implement the project in ways that take into account the needs and capabilities of people with disability and other vulnerable groups.

12.11. The Supplier shall take into account the needs and capabilities of people with disability and other vulnerable groups throughout the Contract.

Conflict Sensitivity

12.12. The Authority requires suppliers to take a robust approach to conflict sensitivity. The Supplier shall go beyond 'do no harm' principles to include maximising opportunities for positive effect on peacebuilding and conflict dynamics, such as improved community relations and enhanced mediation, and good governance.

12.13. The Supplier shall understand how the project might affect/is affected by extremist groups and can contribute to addressing drivers and enablers of violent extremism throughout the Contract. The Supplier shall produce and maintain a well elaborated Conflict Sensitivity Plan, including how conflict sensitivity will be brought into design (including processes, baseline analysis), implementation, monitoring, evaluation and lessons learning, and conflict sensitive communications. It requires the Supplier to have the required team capacities, and an approach to building the capacity of beneficiaries and other stakeholders on conflict sensitivity.

Duty of Care (DoC)

12.14. The Supplier is responsible for the safety and well-being of their Personnel and any Third Parties delivering activities under this Contract. The Supplier is responsible for the appropriate security arrangements and documentation required for in-country personnel. The Supplier shall also be responsible for the provision of suitable security arrangements for their domestic and business property. The Supplier is responsible for ensuring appropriate safety and security briefings for all of their Personnel working under this Contract and ensuring that all Personnel register and receive briefing as outlined above. Travel advice is also available on the FCDO website, and the Supplier must ensure all Personnel are briefed and up to date with the latest position.

12.15. The Supplier shall be fully responsible for Duty of Care in line with the details provided above. The Supplier confirms that:

- a) The Supplier fully accepts responsibility for security and Duty of Care.
- b) The Supplier understands the potential risks and has the knowledge and experience to develop an effective risk mitigation plan that takes into account specific vulnerabilities such as sex, gender, sexuality, or ethnicity.
- c) The Supplier has the capability to manage their Duty of Care responsibilities throughout the life of the Contract.

12.16. The Supplier must ensure it has the required Duty of Care capability and provide evidence to the Authority on request. Suppliers must have:

- a) Completed an initial gender-sensitive assessment of potential risks and be satisfied that you understand the risk management implications.
- b) Prepared an outline plan that the Supplier considers appropriate to manage the risks and can implement this effectively.
- c) Ensured staff are appropriately trained (including specialist training where required) before being deployed and provide on-going training as required.
- d) An appropriate mechanism in place to monitor risk on a live/on-going basis.

- e) Ensured staff are provided with and have access to suitable equipment and it is reviewed and provided on an on-going basis.
- f) Appropriate systems in place to manage an emergency/incident if one arises.

Counter-Terrorism Legislation

- 12.17. Terrorism is a serious threat and given the countries the Authority operates in there is an increasing risk that the Authority resources could be diverted for use by terrorist organisations or for terrorist activity. The Authority is responsible for protecting its funds from diversion to these organisations. The Authority, along with our partners, have to comply with domestic and international law.
- 12.18. The Terrorism Act 2000 enables proscription of certain terrorist groups and makes it illegal to provide material assistance and support to individuals or groups knowing or having reasonable cause to suspect it will or may be used for terrorist purposes. This includes fund-raising, use and possession of money or other property and funding arrangements.
- 12.19. The Authority takes its own responsibility for protecting its funds from diversion to a proscribed organisation seriously and expects its partners to do the same. In line with UK legislation, throughout this project legal responsibility lies with the Supplier who must undertake the appropriate checks to ensure it is not inadvertently funding or providing humanitarian goods to terrorist organisations. The Supplier shall demonstrate an awareness of policies and ensure compliance with UK counter-terrorism legislation.

Cyber Security

- 12.20. Working on FCDO projects comes with an increased risk of unwanted cyber attention against the project and suppliers during the life of the project.
- 12.21. The Supplier must ensure that every effort is made to provide the project with effective cyber security provision. Providers should review and follow NCSC best practise for cyber security – either the [small business guide](#) or [10 steps to cyber security](#); depending on your size. The Supplier shall have and maintain valid NCSC Cyber Essentials Plus certification throughout the Contract.
- 12.22. The Supplier will develop and maintain a Security Management Plan detailing all aspects of managing security threats associated with the provision of these services. The Security Management Plan will be delivered within 20 days of the Start Date, and the Supplier will report progress towards the implementation of the Security Management Plan in its monthly meetings with the FCDO.
- 12.23. This project will be run at OFFICIAL level. There are no extant requirements to receive or produce material at SECRET or above. However, there is a strong possibility that information generated by the programme could be considered highly sensitive. These will

be discussed on a case-by-case basis with the FCDO to agree whether it should be classified at above [OFFICIAL] and to move to the appropriate handling level.

12.24. The Supplier is required by the Key Performance Indicators (see Section 9.3, Performance Management) to report Successful Cyber Attacks, Suspected Cyber Attacks and Attempted Cyber Attacks on the Supplier and their Sub-Contractors used to deliver this Contract within set timeframes (for example, within 72 hours for a Successful Cyber Attack on the Supplier). Service Credits will apply if reporting targets are not met.

12.25. In the event of **any** Successful Cyber Attack on the Supplier and/or Sub-Contractors used to deliver this Contract, the Supplier is obliged to report the incident to the Authority **within 72 hours** of detection but ideally will report immediately after the incident has been detected. **This must be reported even if the Supplier believes Authority information is unaffected.**

12.26. In the event of a **Successful Cyber Attack**, the Supplier shall promptly conduct a thorough assessment of the incident, and shall provide a comprehensive report to the Authority **within three (3) working days** unless otherwise agreed with the Authority, which details:

- a) The scope and impact of the breach and whether Authority data has been accessed
- b) The Supplier's response to the breach
- c) Any mitigation measures implemented or proposed to prevent any further Cyber Attacks, damage or unauthorised access

12.27. The Supplier must adhere to the terms outlined in the above Clauses, if there is failure to do so the Authority may consider its right to terminate the Contract under Clause 44 of the ISF Framework Agreement.

12.28. During the procurement of the ISF Framework, Suppliers were evaluated based on their commitment to Social Value, in particular Theme 2 of the Cabinet Office Social Value Model, "Demonstrate action to identify and manage cyber security risks in the delivery of the contract including in the supply chain", and the Supplier's strategy of achieving this through a timed project plan. Under this Contract, the Supplier shall implement their timed project plan, proportionate to the project's value and risk. The Supplier shall be subject to an annual review of their social value commitment and shall provide information as reasonably requested by the Authority to complete this review.

Asset Management

12.29. The Supplier will need to set out how they will maintain, control and report on any assets purchased with project funds, mitigating against theft, damage or loss. An asset management plan should be developed if assets exist and/or created within the delivery plan for this programme. The Authority will then determine how the assets are disposed of at the end of the programme as part of the closure activities. All assets will be disposed of in a way that represents best value for money with a clear record of decision making, including approval by the Authority's project SRO and in accordance with relevant legislation on asset disposal.

Safeguarding

12.30. The Authority's aim across all its programming is to avoid doing harm by ensuring that their interventions do not sustain unequal power relations, reinforce social exclusion and predatory institutions, exacerbate conflict, contribute to human rights risks, and/or create or exacerbate resource scarcity, climate change and/or environmental damage, and/or increasing communities' vulnerabilities to shocks and trends. The Authority seeks to ensure their interventions do not displace/undermine local capacity or impose long-term financial burdens on partner governments, therefore, the Supplier shall lead and robustly consider environmental and social safeguards through its own processes and to live up to the high standards in safeguarding and protection which the Authority requires.

12.31. The Authority asks Suppliers to replicate its zero-tolerance attitude towards Sexual Exploitation, Abuse and Harm (SEAH), and act immediately on reports. Suppliers should use a victim-first approach to handling any cases and take all reasonable steps to prevent and respond to SEAH throughout the programme cycle. Any credible allegations should be reported to The Authority promptly that relate to the agreement or have a potential operational or reputational impact on the partnership. Suppliers are recommended to adhere to internationally agreed safeguarding standards, either the Core Humanitarian Standard or the Inter-Agency Standing Committee Minimum Operating Standards. Suppliers are expected to confidentially report to the Safeguarding Investigations Team. This can be done either directly through reportingconcerns@fcdo.gov.uk or through the programme team.

12.32. The Supplier shall replicate the Authority's zero-tolerance attitude towards Sexual Exploitation, Abuse and Harm (SEAH), and act immediately on reports. Suppliers shall use a victim-first approach to handling any cases and take all reasonable steps to prevent and respond to SEAH throughout the programme cycle. The Supplier shall report any credible allegations to the Authority promptly that relate to the agreement or have a potential

operational or reputational impact on the partnership, or the Supplier shall confidentially report to the Safeguarding Investigations Team. This can be done either directly through reportingconcerns@fcdo.gov.uk or through the programme team.

Security:

- 12.33. **Physical Security:** Reasonable physical security measures will be in place to protect Authority assets. Controls may include electronic access control, CCTV and an intruder detection system. Suppliers are required to share proof of any relevant accreditations that allow them to store SECRET or above information at their premises.
- 12.34. **Personnel Security:** Background checks of all staff and contractors shall be implemented. Best practice includes British Standard 7858.
- 12.35. **Security Awareness Training:** Supplier staff should receive relevant security training to ensure personnel are aware of project security protocols including information handling.
- 12.36. **Right to Security Assessment:** The Authority has the right to conduct a security assessment of the successful Supplier. If required, the Supplier will address any subsequent recommendations with a plan of action. The Authority will provide support and advice as necessary.
- 12.37. **Incident Reporting:** The Supplier must notify the Authority of any security incident related to the contract within 24 hours, but ideally immediately after the incident. **This should be reported even if the Supplier believes that the incident is resolved or low risk.**

13. Budget

- 13.1. The Budget shall be as set out in Section 3 (Timeframe and Value) and, Annex 3 (Schedule of Prices and Rates) of the Contract, and as per ITT Part 1 (Instruction to Bidders).

14. Financial Management and Payments

Type of Payment

Table 4: Payment Basis Definitions below provides a list of definitions and requirements for payment.

Table 4: Payment Basis Definitions

Payment Basis	Definition	Contract Clause
Time and Materials (T&M)	The amount payable is variable based on the actual costs incurred for the management and delivery of the services, so long as the materials used, and days worked are in line with the Workplan and Schedule of Prices and Rates. Any costs incurred that exceed the maximum agreed amount for that budget line in the Price Schedule shall not be payable by the Authority.	Clause 8 (Time and Material)

All workstream will be subject to the Time and Material payment basis as defined above.

Pricing Requirements

- 14.1. The Supplier will be required to provide a detailed breakdown on a proposed budget allocation throughout the life of the Contract and demonstrate how it provides good value for money.
- 14.2. The payment schedule will be set out in line with the project delivery Workplan, payment schedule, Annex 3 (Schedule of Prices and Rates) of the Contract and agreed Activity Based Budget (ABB).
- 14.3. The detailed ABB will be delivered by the end of the Inception Phase and must be compliant with Annex 3 (Schedule of Prices and Rates) of the Contract and will include monthly expenditure forecasts.
- 14.4. The Supplier must not include any rates (for both staffing and expenses (operational costs)) that are above those in the Price Schedule contained in Annex 3 (Schedule of Prices and Rates) of the Contract and no new roles or rates not included in the Price Schedule will be permitted without prior approval through Variation.
- 14.5. The Supplier must not exceed the maximum cost, level of effort, or quantity for each budget line in the Price Schedule (including all "Staff Cost" lines and "Expenses (Operational Cost)" lines) without prior written approval from the Authority. The approval must be granted in advance of spend by email or by Variation as required by the Authority. The acceptance of an updated Activity Based Budget (ABB) or payment schedule without explicit narrative on changes proposed does not constitute approval.
- 14.6. Payments will be made in arrears in accordance with the ISF Framework Agreement. Any unspent annual budget will not be automatically transferred to the next financial year.
- 14.7. Proposals shall be made in British Pound Sterling (GBP) and the Supplier will be required to report and receive payment in GBP. Please note that managing exchange risk fluctuations is the responsibility of the Supplier.

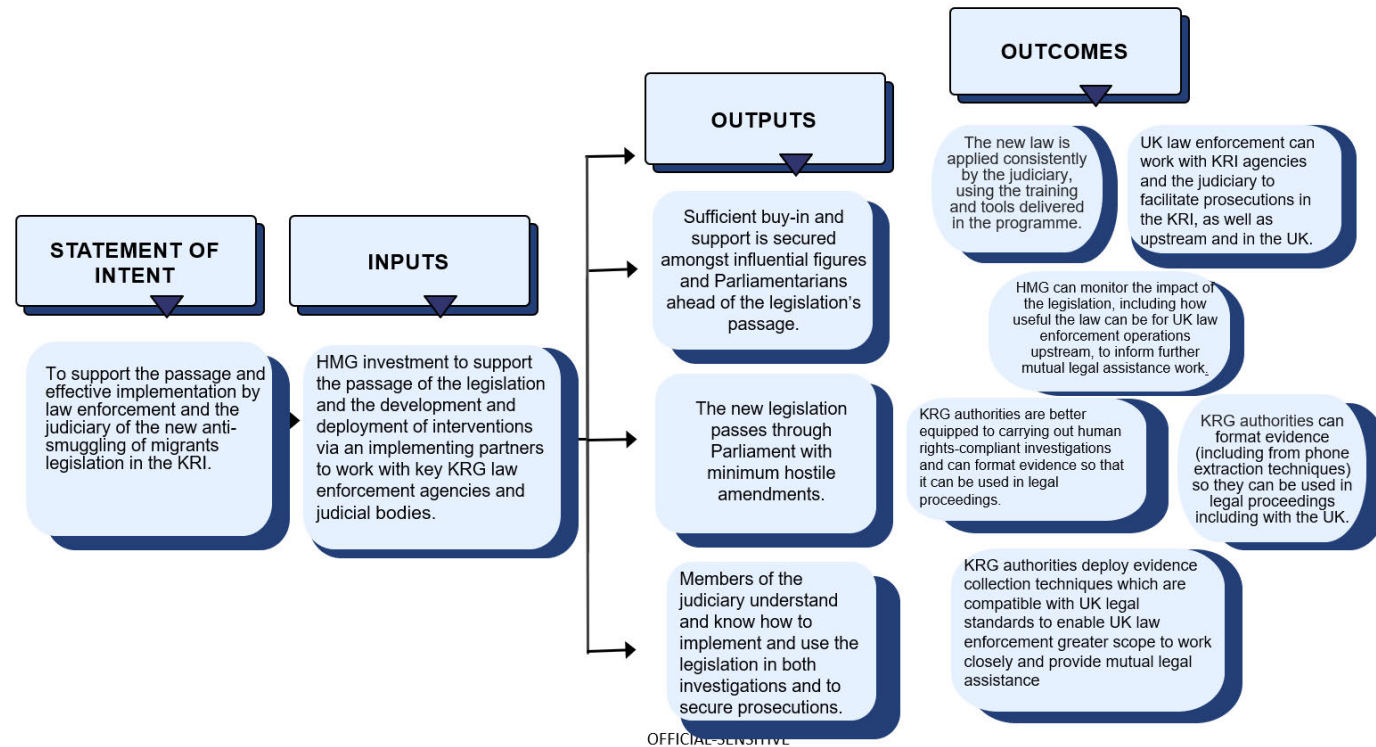
14.8. Expenses (operational costs), including but not limited to Travel, Subsistence, Accommodation, Office Costs etc, will be paid monthly on a Time and Materials basis regardless of Type of Payment aligned to the Workstream the cost is incurred under. Payments shall be made in arrears and shall pay actuals only subject to paragraph 9.4 and 9.6.

Audit Requirements

14.9. The Authority reserves the right to commission an additional external auditor or reserves the right to conduct financial spot checks during the life of the Contract. Should the Authority exercise this right, all costs shall be funded by the Authority.

Annex A: Programme Theory of Change

British Embassy Baghdad – Theory of Change – Judicial training of anti-migrant smuggling legislation in the Kurdistan Region of Iraq



Annex 4 – Processing, Personal Data & Data Subjects

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This Annex 4 shall be completed by the Controller, where required on a Call-Off Contract by Call-Off Contract basis, who may take account of the view of the Processor, however the final decision as to the content of this Annex 4 shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are: data.protection@fcdo.gov.uk
2. The contact details of the Processor's Data Protection Officer are: [Supplier to insert contact details]
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Annex 4.

Description	Details
Identity of the Controller and Processor	<p>The Partner acknowledges that FCDO is subject to the requirements of the Freedom of Information Act 2000, the Environmental Information Regulations 2004, the UK General Data Protection Regulation (UKGDPR), the Data Protection Act 2018 (DPA), subordinate legislation and guidance and codes of practice issued by the Information Commissioner and relevant Government Departments.</p> <p>The Partner will assist and co-operate with FCDO to enable FCDO to comply with its information disclosure and data protection obligations.</p> <p>The Partner is the controller of any data created or processed and will perform its obligations under this Arrangement in such a way as to protect the personal information of individuals.</p> <p>The Delivery Partner shall comply with all applicable data protection legislation in the United Kingdom, including but not limited to the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018, and shall implement appropriate technical and organisational measures to ensure the lawful processing, security, and confidentiality of personal data, including adherence to any relevant Standard Contractual Clauses or International Data Transfer Agreements, including submitting a data protection impact assessment (DPIA) as required.</p>
Subject matter of the processing	<p>The project includes engagement with MPs, religious leaders, community leaders, and civil society organisations and may involve processing contact details, affiliations, and opinions or contributions to the legislative process.</p> <p>The processing is needed in order to ensure that the Processor can effectively deliver the Call-Off Contract to provide this service they have been contracted for.</p>
Duration of the processing	For the duration of the Call-Off Contract.
Nature and purposes of the processing	As part of this project, activities such as meetings, interviews, investigations, and case building may take place involving the collection and handling of personal and potentially sensitive data (e.g. nationality, migration status, legal history).
Type of Personal Data being Processed	<p>The training and engagement of judicial officials and law enforcement personnel may require processing of their professional data, such as roles, qualifications, and participation in SOP development and training.</p> <p>The project includes engagement with MPs, religious leaders, community leaders, and civil society organisations. This may involve processing personal information, contact details, affiliations, and opinions or contributions to the legislative process.</p> <p>Dissemination of information and promotion of legal migration pathways may involve data collection from the public, such as personal information and contact details in feedback, through participation in campaigns, or demographic targeting.</p>
Categories of Data Subject	Names, dates of birth, contact details, demographic details
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The Delivery Partner is responsible for destruction of all data once processing is complete.

Annex 5 – Insurances

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REQUIRED INSURANCES (SCHEDULE 3 OF THE FRAMEWORK AGREEMENT REFERS)

CALL-OFF CONTRACT REFERENCE: ISF/7654/2024

PART A: THIRD PARTY PUBLIC & PRODUCTS LIABILITY INSURANCE

1. INSURED

1.1 The Supplier.

2. INTEREST

2.1 To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

death or bodily injury to or sickness, illness or disease contracted by any person;

loss of or damage to property;

happening during the period of insurance (as specified in Paragraph 5 of this Annex 1 to this Schedule 3) and arising out of or in connection with the provision of the Services and in connection with this Call-Off Contract.

3. LIMIT OF INDEMNITY

3.1 Not less than £1,000,000 or 125% of the annual Charges (whichever is the greater) that are payable by the Authority to the Supplier under the Call-Off Contract in the twelve (12) months following the Commencement Date (and any subsequent twelve (12) month period thereafter) in respect of any one occurrence, the number of occurrences being unlimited. In respect of products and pollution liability, not less than £1,000,000 or 125% of the Charges (whichever is the greater) payable by the Authority to the Supplier under the Call-Off Contract in the twelve (12) months following the Commencement Date (and any subsequent twelve (12) month period thereafter) for any one occurrence and in the aggregate per annum.

4. TERRITORIAL LIMITS

4.1 Coverage must extend to cover all aspects of delivery of the Services by the Supplier to the Authority as described in Annex 1 - Statement of Requirement.

5. PERIOD OF INSURANCE

5.1 From the commencement date of the Call-Off Contract for the term of the Call-Off Contract and renewable on an annual basis unless agreed otherwise by the Authority in writing.

6. COVER FEATURES AND EXTENSIONS

6.1 Indemnity to principals clause.

7. PRINCIPAL EXCLUSIONS

7.1 War and related perils.

7.2 Nuclear and radioactive risks.

7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.

7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.

7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.

7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.

7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.

7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

8. MAXIMUM DEDUCTIBLE THRESHOLD

8.1 Not to exceed £5,000 for each and every third party property damage claim (personal injury claims to be paid in full).

9. APPLICABLE FIGURE FOR PURPOSES OF PARAGRAPH 7.2 (INSURANCE CLAIMS) OF SCHEDULE 3

9.1 Not applicable.

PART B: PROFESSIONAL INDEMNITY INSURANCE

1. INSURED

1.1 The Supplier.

2. INTEREST

2.1 To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Insured during the Period of Insurance by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services.

3. LIMIT OF INDEMNITY

3.1 Not less than £1,000,000 or 125% of the annual Charges (whichever is the greater) that are payable by the Authority to the Supplier under the Call-Off Contract in the twelve (12) months following the Commencement Date (and any subsequent twelve (12) month period thereafter) in respect of any one occurrence and in the aggregate per annum.

4. TERRITORIAL LIMITS

4.1 Coverage must extend to cover all aspects of delivery of the Services by the Supplier to the Authority as described in Annex 1 - Statement of Requirement.

5. PERIOD OF INSURANCE

5.1 From the date of this Call-Off Contract and renewable on an annual basis unless agreed otherwise by the Authority in writing (a) throughout the term of the Call-Off Contract or until earlier termination of the Call-Off Contract and (b) for a period of 6 years thereafter.

6. COVER FEATURES AND EXTENSIONS

6.1 Retroactive cover to apply to any claims made policy wording in respect of this Call-Off Contract or retroactive date to be no later than the commencement date of the Call-Off Contract.

7. PRINCIPAL EXCLUSIONS

7.1 War and related perils

7.2 Nuclear and radioactive risks

8. MAXIMUM DEDUCTIBLE THRESHOLD

8.1 Not to exceed £5,000 each and every claim.

9. APPLICABLE FIGURE FOR PURPOSES OF PARAGRAPH 7.2 (INSURANCE CLAIMS) OF SCHEDULE 3

9.1 Not applicable.

PART C: UNITED KINGDOM COMPULSORY INSURANCES

10. GENERAL

10.1 The Supplier shall meet its insurance obligations under applicable Law in full, including, UK employers' liability insurance and motor third party liability insurance.

Annex 6 – Supplier Code of Conduct

(APPENDIX 1A AND 1B OF THE FRAMEWORK AGREEMENT REFERS)
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FCDO Supply Partner Code of Conduct

Principles

FCDO aims to create an inclusive culture of best practice with the delivery partners with whom it engages and which receive UK taxpayers' funds. All Supply Partners should adhere to the overarching principles of the Supply Partner Code of Conduct (hereafter "the Code").

Overarching Principles for Supply Partners

- ✓ **Act responsibly and with integrity**
- ✓ **Be transparent and accountable**
- ✓ **Seek to improve value for money**
- ✓ **Demonstrate commitment to poverty reduction and FCDO priorities¹**
- ✓ **Demonstrate commitment to wider HMG priorities²**

FCDO Supply Partner responsibilities

Supply Partners and their subcontractors (delivery chain partners) should ensure they have read and understood the Code and their required compliance level and seek clarification from FCDO where necessary. In particular, it is important that the Supply Partners and their subcontractors (delivery chain partners) understand any risks and have systems in place to manage them. The 3 compliance levels are:

Compliance Level 1 - Supply Partners with an individual contract value of £1m or above, or two or more contracts/grants with FCDO with a combined value of £5m or above;

Compliance Level 2 - Supply Partners with an individual contract value below £1m, or two or more contracts /grants with FCDO with a value of less than £5m;

Compliance Level 3 - Supply Partners with an individual Contract value, or component of a Contract/Grant, with a value below the EU contracting threshold. At this level Supply Partners are required to adhere to the overarching Code principles and recognise, mitigate and manage risks. These Supply Partners will not be monitored against the contractual KPIs.

Scope

This Code forms part of FCDO's standard contractual terms and conditions and full compliance and annual verification via a signed declaration, to be found at Annex 1b, is mandatory for contracted Supply Partners. Adherence to the Code at the appropriate level is also a requirement for FCDO direct and delivery chain Supply Partners in receipt of funding. FCDO will monitor Supply Partners in six priority areas as set out below using a set of Key Performance Indicators (KPIs) as referenced in Annex 1a and 1b.

1. Value for Money and Governance Key Performance Indicators KPI 1 a - c

¹ <https://www.gov.uk/government/organisations/department-for-international-development/about#priorities>

² <https://www.gov.uk/government/organisations/hm-treasury/about#priorities>

Value for Money and financial transparency is an essential requirement of all FCDO commissioned work. All Supply Partners must seek to maximise development results, whilst driving cost efficiency, throughout the life of commissioned programmes. This includes budgeting and pricing realistically and appropriately to reflect delivery requirements and levels of risk over the life of the programme. It also includes managing uncertainty and change to protect value in the often challenging environments that we work in.

Supply Partners must demonstrate that they are pursuing continuous improvement and applying stringent financial management and governance to reduce waste and improve efficiency in their internal operations and within the delivery chain. FCDO expects Supply Partners to demonstrate openness and honesty and to be realistic about capacity and capability at all times, accepting accountability and responsibility for performance along the full delivery chain, in both every-day and exceptional circumstances.

Specific requirements include:

- ✓ Provision of relevant VfM and governance policies and a description of how these are put into practice to meet FCDO requirements (e.g. Codes on fraud and corruption, due diligence);
- ✓ A transparent, open book approach, which enables scrutiny of value for money;
- ✓ Strict adherence to all UK and in-country government tax requirements;
- ✓ Processes for timely identification and resolution of issues and for sharing lessons learned which might be requested by FCDO at any time.

2. Ethical Behaviour
Key Performance Indicators KPI 2 a- f

FCDO Supply Partners and their delivery chain partners act on behalf of the UK government and interact globally with country governments, other aid donors and their delivery partners, many stakeholders including citizens and directly and indirectly with aid beneficiaries. These interactions must therefore meet the highest standards of ethical and professional behaviour in order to uphold the reputation of the UK government.

Arrangements and relationships entered into, whether with or on behalf of FCDO, must be free from bias, conflict of interest or the undue influence of others. Particular care must be taken by Supply Partner and delivery chain staff who:

- a) are directly involved in the management of a programme or procurement of services; or
- b) who engage with i) frontline FCDO staff ii) other deliverers of aid iii) beneficiaries (of aid)

Where those in a) and b) could be susceptible to undue negative or detrimental influence.

Supply Partners and their delivery chain partners must declare to FCDO where there may be instances or allegations of previous unethical behaviour by an existing or potential staff member or where there is a known or suspected conflict of interest. Where a potential or existing staff member has been employed by FCDO or the Crown in the preceding two years Supply Partners and their delivery chain partner must provide proof of compliance with the HMG approval requirements under the Business Appointment Rules.

Supply Partners and their delivery chain partners must have the following policies and procedures in place:

- ✓ Development and proof of application and embedding of a Staff Recruitment, Management and Retention policy (which must address circumstances where there may be potential or actual conflict of interest and embedding of a Whistleblowing Policy)
- ✓ Ongoing monitoring of potential or existing personal, business or professional conflict of interest and their mitigation and management
- ✓ Ethical training for every staff member and staff updates in ethical working practices suitable to the development sector (e.g. UN Global Compact principles) including awareness of modern day slavery and human rights abuses
- ✓ Procedures setting out how, staff involved in FCDO funded business, can immediately report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism finance to

the FCDO Counter Fraud and Whistleblowing Unit (CFWU) at reportingconcerns@FCDO.gov.uk or on +44(0)1355 843551

3. Transparency and Delivery Chain Management

Key Performance Indicators KPI 3 a – f

FCDO requires full delivery chain transparency from all Supply Partners. All direct Supply Partners and their delivery chain partners must adhere to wider HMG policy initiatives including the support and capacity building of micro, small and medium sized enterprises (MSMEs), prompt payment, adherence to human rights and modern slavery policies and support for economic growth in developing countries.

FCDO recognises the critical value that downstream delivery partners contribute. Direct Supply Partners must engage their delivery chain partners in a manner that is consistent with FCDO's treatment of its direct Supply Partners. This includes but is not limited to: appropriate pricing of services; fiduciary and financial risk management processes; applying transparent and responsive measures where delivery chain partners underperform against the KPI areas; taking a zero tolerance approach to tax evasion, corruption, bribery and fraud in subsequent service delivery or in partnership agreements. Direct Supply Partners must cascade the principles of the Code throughout their delivery chain to ensure FCDO ethical behaviour standards are embedded and maintained.

Specific requirements for direct Supply Partners include:

- ✓ Provide assurance to FCDO that the policies and practices of their delivery chain Supply Partners and affiliates comply with the Code;
- ✓ Maintaining and sharing with FCDO up-to-date and accurate records of all downstream partners in receipt of FCDO funds and/or FCDO funded inventory or assets. This should map how funds flow from them to end beneficiaries and identify risks and potential risks along the delivery chain;
- ✓ Ensuring delivery chain partner employees are expressly notified of the FCDO 'reporting concerns' mail box³ found on FCDO's external website and of the circumstances in which this should be used;
- ✓ Publication of FCDO funding data in accordance with the International Aid Transparency Initiative (IATI)⁴
- ✓ Supply Partners shall adhere to HMG prompt payment policy and not use restrictive exclusivity agreements with sub-partners.

4. Environmental issues

Key Performance Indicators KPI 4 a – b

FCDO Supply Partners must be committed to high environmental standards, recognising that FCDO's activities may change the way people use and rely on the environment, or may affect or be affected by environmental conditions. Supply Partners must demonstrate they have taken sufficient steps to protect the local environment and community they work in, and to identify environmental risks that are imminent, significant or could cause harm or reputational damage to FCDO.

Commitment to environmental sustainability may be demonstrated by:

- ✓ Formal environmental safeguard policies in place;
- ✓ Publication of environmental performance reports on a regular basis

³ <https://www.gov.uk/government/organisations/department-for-international-development/about#reporting-fraud>

⁴ <http://www.aidtransparency.net/>

- ✓ Membership or signature of relevant environmental Codes, both directly and within the delivery chain such as conventions, standards or certification bodies (e.g. the Extractive Industries Transparency Initiative⁵).

5. Terrorism and Security

Key Performance Indicators KPI 5 a – d

FCDO Supply Partners must implement due diligence processes to provide assurance that UK Government funding is not used in any way that contravenes the provisions of the Terrorism Act 2000, and any subsequent regulations pursuant to this Act.

FCDO Supply Partners must maintain high levels of data security in accordance with the Data Protection Act 1998 and any subsequent regulations pursuant to this Act, or new Act and with the General Data Protection Regulation (Directive 95/46/EC).

Specific requirements:

- ✓ Development and proof of application and embedding of a comprehensive Terrorism and Security Policy
- ✓ Development and proof of application and embedding of personal data processing processes within a Data Protection Policy
- ✓ FCDO Supply Partners must safeguard the integrity and security of their IT and mobile communications systems in line with the HMG Cyber Essentials Scheme⁶. Award of the Cyber Essentials or Cyber Essential Plus badges would provide organisational evidence of meeting the UK Government-endorsed standard;
- ✓ All FCDO Supply Partners who manage aid programmes with a digital element must adhere to the global Principles for Digital Development⁷, which sets out best practice in technology-enabled programmes
- ✓ Ensure that FCDO funding is not linked to terrorist offences, terrorist activities or financing.

6. Safeguarding, Social Responsibility and Human Rights

Key Performance Indicators: KPI 6 a – d

Safeguarding, social responsibility and respect for human rights are central to FCDO's expectations of its Supply Partners. Supply Partners must ensure that robust procedures are adopted and maintained to eliminate the risk of poor human rights practices within complex delivery chain environments funded by FCDO. These practices include sexual exploitation, abuse and harassment; all forms of child abuse and inequality or discrimination on the basis of race, gender, age, religion, sexuality, culture or disability. Supply Partners must place an emphasis on the control of these and further unethical and illegal employment practices, such as modern day slavery, forced and child labour and other forms of exploitative and unethical treatment of workers and aid recipients. FCDO will expect a particular emphasis on the management of these issues in high risk fragile and conflict affected states (FCAS), with a focus on ensuring remedy and redress if things go wrong.

Specific requirements:

- ✓ Development and proof of application and embedding of a Safeguarding Policy;
- ✓ Delivery of Social Responsibility, Human Rights and Safeguarding training throughout the delivery chain;
- ✓ Compliance level 1 Supply Partners must be fully signed up to the UN Global Compact⁸;

⁵ <https://eiti.org/>

⁶ <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

⁷ <http://digitalprinciples.org/>

⁸ <https://www.unglobalcompact.org/what-is-gc/mission/principles>

- ✓ Practices in line with the International Labour Organisation (ILO) 138⁹ and the Ethical Trading Initiative (ETI) Base Code¹⁰ are to be encouraged throughout the delivery chain;
- ✓ Policies to embed good practice in line with the UN Global Compact Guiding Principles 1 & 2 on business and human rights throughout the delivery chain are required, as detailed in Annex 2;
- ✓ Compliance level 1 Supply Partners to submit a Statement of Compliance outlining how the organisation's business activities help to develop local markets and institutions and further how they contribute to social and environmental sustainability, whilst complying with international principles on Safeguarding and Human Rights labour and ethical employment, social inclusion and environmental protection;
- ✓ Overarching consideration given to building local capacity and promoting the involvement of people whose lives are affected by business decisions.

⁹ http://ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C138

¹⁰ <http://www.ethicaltrade.org/eti-base-code>

Compliance KPIs and contractual checking mechanisms - FCDO Contracts

Maintaining standards of assurance and driving sustainable improvements, in connection with the Code's principles through Supply Partner relationships is a key focus for FCDO.

Supply Partner and delivery chain compliance checking processes will take place in accordance with the agreed compliance levels and the specific contractual clauses down the delivery chain, FCDO shall undertake compliance checks.

Where appropriate, a plan setting out the Code of Conduct delivery methodology for the Supply Partner arrangements during the contract term may be jointly developed with FCDO during Contract mobilisation.

Contract Checks and Compliance KPIs		KPI target	Specific Contractual link	Checking mechanism
i.	Declaration of acceptance of the FCDO Supply Partner Code of Conduct	Annual declaration submitted by contracted Supply Partner on behalf of delivery chain	Contract Terms and Conditions Clause 5.1 and Clause 7.7	Declaration of acceptance at the applicable level of compliance with each of the 6 sections received
ii.	Declaration of sign up to the UN Global Compact	Annual declaration submitted by the direct Supply Partner	Standard Selection Questionnaire (SSQ)	Declaration of applicable sign up / application received
1.	<u>VfM and Governance standards</u>			
a)	Economic and governance policies in practice	Annual updated documentation provided (copy of Policies with detailed annual financial breakdown relating to contract)	Terms and Conditions Clauses 13, 14 & 15	Annual contract review/programme management Audit checks Compliance checks
b)	VfM being maximised over the life of a contract 1. By confirmation of annual profit level fluctuations since tender submittal 2. by timely identification and resolution of issues 3. ensuring lessons learned are shared	Updated documentation submitted once annually	Contract T&Cs Clauses 15 & 20 Terms of Reference Terms of Reference	Compliance checks Annual contract review/programme management Compliance checks Annual contract review/programme management Compliance checks
c)	<u>Tax Declaration (HMRC format)</u> • Tax the organisation paid on profits made in the last 3 years, and in which countries • Compliance with relevant	Annually updated documentation submitted by	Terms and Conditions Clauses 15, 23 & 24	Annual return Compliance checks

	country level tax regulations fully understood and met	contracted supplier and on behalf of delivery chain partners	Terms of reference	
2.	<u>Ethical Behaviour</u>			
a)	Recruitment policy (which must address circumstances where there may be potential or actual conflict of interest)	Updated policy documentation submitted once annually by contracted supplier and on behalf of delivery chain partners	Terms and Conditions Clauses 6, 51 & 54	Annual return Compliance checks
b)	Ongoing conflict of interest, mitigation and management	As 2a. above	Terms and conditions Clause 54	Annual return Compliance checks
c)	Refresher ethical training and staff updates (including disclosure restrictions on FCDO confidential information)	Copy of training logs provided Delivery in accordance with training programme in place	Terms and conditions Clause 6, 29, 51 & 54	Annual return Compliance checks
d)	A workforce whistleblowing policy	Continuous workforce awareness maintained Policy in place	Terms and Conditions Clause 48	Annual return Compliance checks
e)	<p>1. Procedures setting out how, staff involved in FCDO funded business, can immediately report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism finance to the Counter Fraud and Whistleblowing Unit (CFWU) at reportingconcerns@FCDO.gov.uk or on +44(0)1355 843551</p> <p>2. Employees working on FCDO Contracts fully aware of the FCDO external website reporting concerns mailbox</p>	<p>Continuous awareness maintained</p> <p>Procedure in place</p> <p>Continuous awareness maintained</p>	<p>Terms and Conditions Clauses 6, 48 & 54</p> <p>Terms and Conditions Clause 48</p>	<p>Annual return Compliance checks</p> <p>Annual return Compliance checks</p>
f)	<p>Declarations of direct or subcontractor staff members proposed to work on FCDO funded business if employed by FCDO or the Crown in the preceding two years</p> <p>Supply Partners and their subcontractors must provide proof of compliance with the HMG approval requirements under the business appointment rules</p>	Details submitted as applicable	<p>Terms and Conditions Clause 48</p> <p>HMG business appointment rules</p>	<p>Annual return Compliance checks</p> <p>Contract management</p>
3.	<u>Transparency and Delivery Chain Management</u>			
a)	IATI compliance for Supply Partner and their delivery chain Supply Partners	Updated documentation submitted once annually	Contract Terms and Conditions Clause 28	Tender evaluation Periodic spot checks Compliance checks

b)	Up to date and accurate records of all delivery chain Supply Partners	Updated documentation submitted in accordance with Clause 26.7	Contract Terms & conditions Clause 9 & 28 Tender submittal – delivery chain	Annual return Compliance checks Contract management
c)	Policies and practices for the management of delivery chain partners and affiliates aligned to the FCDO Supply Partner Code of Conduct	Updated documentation submitted annually	Contract Terms & conditions Clause 7	Contract management processes Periodic spot checks Compliance checks
d)	Tax evasion, bribery, corruption and fraud -statements of assurance provided	Updated documentation submitted once annually	Contract Terms and Conditions 23 & 24	Periodic and annual return spot checks Compliance checks
e)	All delivery chain partner employees working on FCDO Contracts fully aware of the FCDO reporting concerns mailbox	Updated documentation submitted once annually	Contract Terms & Conditions Clause 48	Periodic and annual return spot checks
f)	HMG prompt payment policy adhered to by all delivery chain partners	Updated documentation submitted once annually	Contract Terms & conditions 7	HMG spot checks Compliance checks Annual return
4.	<u>Environmental Issues</u>			
a)	1.Steps in place to identify environmental risks (e.g. by maintaining a risk register) Ensuring legislative requirements are being met 2. Formal context specific environmental safeguarding policies in place to ensure legislative requirements are being met	Updated documentation submitted once annually	Contract Terms & Conditions Clause 53 and ToRs	Contract management Periodic and annual return spot checks Compliance checks
b)	Published annual environmental performance reports	Updated documentation submitted once annually	Contracts ToRs	Periodic and annual return spot checks
5.	<u>Terrorism and Security</u>			
a)	Up to date status declaration regarding the reporting of terrorist offences or offences linked to terrorist activities or financing	Updated documentation submitted if and when changes identified since tender submittal	Standard Selection Questionnaire (SSQ)	Annual return Spot checks Compliance checks Annual contract review
b)	Certification at or above the level set out in the tender submittal	Updated documentation submitted if changes identified since tender submittal	Standard Selection Questionnaire (SSQ)	Annual return Compliance checks
c)	Data managed in accordance with FCDO Security Policy and systems in accordance with the HMG Cyber Essentials Scheme	Updated documentation submitted if changes identified since	Contract T&Cs Clause 32 & 33	Compliance checks

d)		tender submittal		
	Best practice global Principles for Digital Development in place	Updated documentation submitted if changes identified since tender submittal	Terms of reference (TORs)	Annual contract review Compliance checks
6.	<u>Safeguarding, Social Responsibility and Human Rights</u>			
a)	Provision of a current internal document demonstrating good practice and assuring compliance with key legislation on international principles on labour and ethical employment	Confirmation of UN Global Compact Membership	Standard Selection Questionnaire	Tender evaluation Annual return Compliance checks
b)	Agreed level of measures in place and cascaded to assure the prevention of actual, attempted or threatened sexual exploitation or abuse or other forms of inequality or discrimination by employees or any other persons engaged and controlled by the Supply Partner to perform any activities relating to FCDO funded work. Robust procedures for the reporting of suspected misconduct, illegal acts or failures to investigate in place	Updated documentation submitted once annually	Contract T&Cs Clause 50	Tender evaluation, Compliance checks
c)	Recognition of the ILO standards Membership of Ethical Trading Initiative (ETI)	Membership number		Compliance checks
d)	1.Principles cascaded to employees and delivery chain partners via an internal policy or written outline of good practice service delivery approaches to Human Rights and Safeguarding reflecting UN Global Compact Principles 1 & 2 2. Number and details of any organisational safeguarding allegations reported 3.Level of commitment in relation to the Contract evident in delivery practices in line with the workplace and community guidance provided in the FCDO Supply Partner Code of Conduct Annex 2	Updated documentation submitted annually Updated documentation submitted if and when changes identified since tender submittal Updated documentation submitted annually	Contract T&Cs Clause 50	Annual return Compliance checks Annual checks Compliance checks Tender evaluation Compliance checks

Contractual Annual Compliance Declaration

Prior to Contract Award and thereafter on an annual basis at the end of each financial year, the Supply Partner is required to submit a Compliance Declaration in connection with the management of any FCDO Contract in place and on behalf of their delivery chain partners. Supply Partners should be aware that spot check compliance monitoring will take place to verify responses.

Supply Partner Compliance Declaration

Key:

Contractual Requirement:

X denotes full compliance 1 required

O denotes reduced compliance level 2, unless otherwise stipulated in contractual Terms of Reference

Compliance Level 1

Supply Partners with an individual contract value of £1m or above, or two or more contracts funded by FCDO with a combined value of £5m or above.

Compliance Level 2

Supply Partners with an individual contract value below £1m, or two or more contracts funded by FCDO with a value of less than £5m.

Compliance Level 3

Supply Partners with an individual contract value or component of a contract funded by FCDO with a value below the EU Threshold. At this level Supply Partners are required to adhere to the overarching Code principles and recognise, mitigate and manage risks but will not be monitored against the contractual KPIs.

KPI Compliance Area		Supply Partner Compliance Level		Commentary	CEO Signatory	Signature & date of signing
		1	2			
1.	<u>VfM and Governance standards</u>					
a)	Evidence of how economic and governance policies work in practice	X	O			
b)	VfM maximisation over contract life					
	1. Annual confirmation of % profit on contract	X	X			
	2. timely identification and resolution of issues	X	X			
	3. ensuring lessons learned are shared	X	O			
c)	<u>Tax Declaration (HMRC format)</u>					
	Comply with all tax requirements	X	X			
2.	<u>Ethical Behaviour</u>					
a)	Adherence to agreed conflict of interest management procedures	X	X			
b)	Evidence of workforce ethical training updates taking place	X	X			
c)	Confirmation of direct and delivery chain partner compliance with the HMG	X	X			

	approval requirements under the Business Appointment Rules.					
d)	Confirmation and full evidence of awareness of an up to date workforce whistleblowing policy	X	X			
e)	3. Procedures in place and full evidence of awareness of how, staff involved in FCDO funded business, can immediately report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism finance to the Counter Fraud and Whistleblowing Unit (CFWU) at reportingconcerns@FCDO.gov.uk or on +44(0)1355 843551	X	X			
f)	HMG Business appointment rules followed - Conflict of Interest(COI) declarations made for direct or delivery chain staff members proposed to work on FCDO funded business if employed by FCDO or the Crown in the preceding two years.	X	X			
3.	<u>Transparency and Delivery Chain Management</u>					
a)	Supply Partner and delivery chain partners IATI compliant	X	O			
b)	Provision of up to date and accurate records of all delivery chain Supply Partners provided within the required frequencies, including annual contractual spend on SME's, women owned businesses and modern apprenticeships in place	X	O			
c)						
d)	Verification that policies and practices for the management of delivery chain Supply Partners are aligned to the FCDO Supply Partner Code of Conduct i.e. by demonstrating delivery chain governance arrangements in place	X	O			
e)	Assurance there has been no change to previous statements provided in relation to tax evasion, bribery, corruption and fraud	X	X			
f)	Confirmation that all delivery chain Supply Partners' employees working on FCDO Contracts are fully aware of the FCDO external website reporting concerns mailbox	X	X			
	Confirmation of adherence to HMG prompt payment policy with all their delivery chain Supply Partners	X	O			
4.	<u>Environmental Issues</u>					
a)	Environmental risks identified (e.g. by maintaining a risk register) with formal context specific environmental safeguarding policies in place	X	O			
b)	Annual published environmental performance reports	X	O			

5.	<u>Terrorism and Security</u>					
a)	Up to date status declaration regarding the reporting of terrorist offences or offences linked to terrorist activities or financing	X	X			
b)	No engaged employees or delivery chain partner personnel appears on the Home Office Prescribed Terrorist Organisations List	X	X			
c)						
d)	Data is managed in accordance with FCDO security policy and systems are in accordance with the HMG cyber essentials scheme	X	X			
	Adherence to the best practice global principles for digital development	X	O			
6.	<u>Safeguarding, Social Responsibility and Human Rights</u>					
a)	Provision of a document demonstrating current organisational good practice and assuring compliance with key legislation on international principles on labour and ethical employment (to include Modern Day Slavery Act 2015 compliance detail)	X	O			
b)	Organisational procedures in place directly, and within the delivery chain: 1.To prevent actual, attempted or threatened sexual exploitation and abuse or other forms of inequality or discrimination by employees or any other persons engaged and controlled by the Supply Partner to perform any activities relating to FCDO funded work 2.For reporting suspected misconduct, illegal acts or failures to investigate actual attempted or threatened sexual exploitation or abuse	X X	X X			
c)	Current membership of UN Global Compact	X O	O O			
d)	Current membership of ETI 1.Evidence of cascade to employees of an internal policy or written outline of good practice service delivery approaches to Human Rights and Safeguarding reflecting UN Global Compact Principles 1&2 demonstrating an appropriate level of commitment in relation to the Contract 2.Numbers and details of organisational safeguarding allegations reported 3. Examples of delivery practice that demonstrate commitments in line with workplace and community in line with UN	X X X	O X O			

	Global Compact Principles 1 & 2 (Annex 2)					
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